PROCLAMATION OF SALE

IN THE MATTER OF THE DEED OF ASSIGNMENT, PROPERTY PURCHASE AGREEMENT AND PROPERTY SALE AGREEMENT ALL DATED ON 18TH DAY OF APRIL 2014

Between

BANK SIMPANAN NASIONAL — **ASSIGNEE/BANK**

And

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM (NRIC NO.: 660906-02-5241) — **ASSIGNOR/CUSTOMER**

In the exercise of the rights and powers conferred upon the Assignee/Bank under the **Deed of Assignment, Property Purchase Agreement and Property Sale Agreement all dated on 18th day of April 2014** entered into between the Assignee/Bank and Assignors/Customer, it is hereby proclaimed that the said Assignee/Bank with the assistance of the under mentioned Auctioneer will sell the property described below by: -

PUBLIC AUCTION

VIA ONLINE BIDDING

MONDAY, THE 28TH APRIL, 2025, AT 11.30 AM IN THE MORNING, AT ARENAAUCTIONEERS.COM

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(Bidder registration and payment of auction deposit must be made by 5pm, at least one (1) working day before auction date; otherwise the Auctioneer has the right to reject the registration. Bidders are advised to log in to the online bidding hyperlink provided and be on standby before the auction time) Bidders are further subject to the terms and conditions on arenaauctioneers.com

NOTE:- *All intending bidders are advised to adhere to the following, prior to the bidding at the auction sale:*

a) Read and fully understand all the terms and conditions of sale herein;
b) Conduct an official search on the parent title of the subject property at the land office and/or other relevant authorities.
c) Inspect the subject property.
d) Verify pertinent particulars of the documents.
e) Verify the postal address of the subject property with the developer.
f) Check on the issuance of separate individual title for the subject property with developer.
g) Seek legal advice on the terms and conditions of sale herein.
h) Make necessary enquiries with the relevant authorities and the developer on the Restriction-In-Interest, imposed on the property, and/or the requirement of consent to the sale herein (if any).
i) The subject property is sold on an â€œas is where isâ€• basis.
j) The Assignee/Bank is not responsible in obtaining any consent from the Developer and/or state authorities or relevant bodies prior or after the auction sale.

PARTICULARS OF TITLE

Master Title No. & Lot No.	:	Geran 312711/L87
Mukim/District/State	:	Dengkil / Sepang / Selangor
Developerâ€™s Parcel No.	:	Parcel No. P3-3B050, Type E-intermediate, Garden Residence
Tenure	:	Freehold
Land Area	:	4800.7 sq. ft / 446 sq. m
Vendor	:	MYVILLA DEVELOPMENT SDN BHD (843921-D)
Developer	:	MYVILLA DEVELOPMENT SDN BHD (843921-D)
Registered Proprietor	:	MYVILLA DEVELOPMENT SDN BHD (843921-D)
Beneficial Owner	:	SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM (NRIC NO.: 660906-02-5241)
Category of Land Use	:	"Bangunan"
Express Conditions	:	"Bangunan Kediaman"
Restriction In Interest	:	Nil
Encumbrance	:	Assigned to **BANK SIMPANAN NASIONAL**

LOCATION AND DESCRIPTION:

The subject property is **A landed stratified three storey bungalow** bearing postal address **No. 22A, Jalan GR 3/5, Jacaranda, Garden Residensi, Cyber 3, 63000 Cyberjaya, Selangor Darul Ehsan**.

ACCOMMODATION:- .

RESERVE PRICE:

The property will be sold on an â€œ**as is where is**â€• basis and subject to a reserve price of **RM1,850,000.00 (RINGGIT MALAYSIA: ONE MILLION EIGHT HUNDRED FIFTY THOUSAND ONLY)** and subject to all conditions appearing in the Conditions of Sale and subject to the Consent being obtained from the Developer/Landowner and other relevant authorities, if any and all expenses incurred in obtaining the said Consent shall be borne by the Purchaser.

Online bidders are further subject to the Online Terms & Conditions on arenaauctioneers.com.

DEPOSIT:-

All intending bidders are required to deposit to the Auctioneer **10%** of the fixed reserve price by way of **BANK DRAFT** in favour of **BANK SIMPANAN NASIONAL latest by 5 PM, at least ONE (1) WORKING DAY BEFORE THE AUCTION DAY.** The balance of the purchase price to be settled by the Purchaser within **ONE HUNDRED AND TWENTY (120) days** from the date of the sale to **BANK SIMPANAN NASIONAL. Online bidders please refer to the Online Terms & Conditions on arenaauctioneers.com on the manner of payment of the deposit.**

CONSENT TO TRANSFER:-

The subject property will be sold subject to the Consent to Transfer and/or Assignment being obtained by the successful purchaser from the relevant authorities (if applicable).

For further particulars, please contact **Messrs SOFIA DARMINDR & ASSOCIATES**, Solicitors for the Assignee/Bank herein whose address is **L8-14 Level 8 Brem Mall, Jalan Kepong , 52000 Kuala Lumpur [Ref No.: SDA.LIT/BSN/HL/398/18] (Tel No.: 03-6257 4163, Fax No.: 03-6258 8578)** or the undermentioned Auctioneer:-

ARENA AUCTIONEERS SDN. BHD.(201401016251 (1092337-X))

ADDRESS : **No. 20-2, Jalan Matahari AB U5/AB, Seksyen U5, Bandar Pinggiran Subang, 40150 Shah Alam, Selangor.**
TEL NO. : **03-7845 5890 / 03-7842 2137 / 03-7832 4047,** **WEBSITE : arenaauctioneers.com** **ZULKANAIN ABD KADIR**
EMAIL : **aasb@arenaauctioneers.com,** **LOT ID : 24776** **[Licensed Auctioneers]**
REF NO. : **AASB0684/BSN/066/022/25-N01(BK-2)** **012-327-5047**

We reserve the right to change any aspect of this notice, listing or any of the terms and the conditions as and when deemed necessary without prior notice

PERISYTIHARAN JUALAN

DALAM PERKARA MENGENAI SURAT IKATAN PENYERAHAN HAK, PERJANJIAN PEMBELIAN HARTANAH DAN PERJANJIAN JUALAN HARTANAH KESEMUANYA BERTARIKH PADA 18HB APRIL 2014

Antara

BANK SIMPANAN NASIONAL — **PEMEGANG SERAH HAK/BANK**

Dan

SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM (NO. K/P: 660906-02-5241) — **PIHAK PENYERAH HAK/ PELANGGAN**

Dalam menjalankan kuasa dan hak yang telah diberikan kepada Pihak Pemegang Serah Hak/Bank dan dibawah **Surat Ikatan Penyerahan Hak, Perjanjian Pembelian Hartanah dan Perjanjian Jualan Hartanah kesemuanya bertarikh pada 18hb April 2014** diantara Pihak Pemegang Serah Hak/Bank dan Pihak Penyerah Hak/Pelanggan adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak/Bank dengan dibantu oleh Pelelong yang tersebut dibawah ini akan menjual hartanah yang diterangkan di bawah secara :-

LELONGAN AWAM

LELONGAN SECARA ATAS TALIAN

PADA 28HB APRIL, 2025 BERSAMAAN HARI ISNIN, JAM 11.30 PAGI,

DI ARENAAUCTIONEERS.COM

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(Pendaftaran pembida dan pembayaran deposit hendaklah di buat sekurang-kurang nya satu (1) hari bekerja sebelum tarikh lelongan, selewat-lewatnya pada pukul 5 petang; Jika tidak, Pelelong mempunyai hak untuk menolak pendaftaran. Pembida dikehendaki untuk log masuk pautan yang diberikan dan diminta bersedia sebelum masa lelongan.) Bakal pembeli adalah selanjutnya tertakluk kepada terma-terma dan syarat-syarat di arenaauctioneers.com

NOTA:- *Semua bakal pembeli dinasihatkan supaya mematuhi catitan berikut sebelum membuat tawaran dalam lelongan tersebut:*

a) Membaca dan memahami dengan teliti terma dan syarat-syarat jualan.
b) Membuat carian rasmi atas hakmilik induk di pejabat tanah dan/atau pihak berkuasa berkenaan.
c) Memeriksa hartanah tersebut.
d) Memeriksa butir-butir mustahak dalam dokumen-dokumen.
e) Memastikan alamat pos hartanah dengan pihak pemaju.
f) Memeriksa dengan pemaju mengenai status pengeluaran hakmilik individu.
g) Meminta nasihat undang-undang mengenai terma dan syarat-syarat jualan di dalam ini.
h) Membuat pertanyaan dengan pihak berkuasa berkenaan dan pemaju mengenai Sekatan Kepentingan ke atas Hartanah, dan/atau Terma dan Syarat-Syarat kebenaran untuk jualan ini(jika ada).
i) Hartanah tersebut dijual dalam keadaan â€œseperti sedia adaâ€•.
j) Pihak Bank tidak akan bertanggungjawab untuk mendapat kebenaran pindahmilik daripada pemaju dan/atau mana-mana pihak berkuasa tempatan atau mana-mana pihak berkenaan sebelum atau selepas jualan lelong.

BUTIR-BUTIR HAKMILIK

No. Hakmilik Induk/Lot	:	Geran 312711/L87
Mukim/Daerah/Negeri	:	Dengkil / Sepang / Selangor
No. Petak Pemaju	:	Nombor Petak P3-3B050, Jenis E-pertengahan, Garden Residence
Pegangan	:	Selama-lamanya
Keluasan Tanah	:	4800.7 k.p / 446 m.p
Penjual	:	MYVILLA DEVELOPMENT SDN BHD (843921-D)
Pemaju	:	MYVILLA DEVELOPMENT SDN BHD (843921-D)
Pemilik Berdaftar	:	MYVILLA DEVELOPMENT SDN BHD (843921-D)
Pemilik Benefisial	:	SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM (NO. K/P: 660906-02-5241)
Kategori Kegunaan Tanah	:	Bangunan
Syarat Nyata	:	Bangunan Kediaman
Sekatan Kepentingan	:	Tiada
Bebanan	:	Diserahhak kepada **BANK SIMPANAN NASIONAL**

LOKASI DAN PERIHAL HARTANAH:-

Hartanah tersebut merupakan **Sebuah banglo tiga tingkat** yang beralamat **No. 22A, Jalan GR 3/5, Jacaranda, Garden Residensi, Cyber 3, 63000 Cyberjaya, Selangor Darul Ehsan**.

AKOMODASI:-

HARGA RIZAB:-

Hartanah tersebut akan dijual dalam keadaan â€œ**seperti mana sedia ada**â€• dan tertakluk kepada satu harga rizab sebanyak **RM1,850,000.00 (RINGGIT MALAYSIA: SATU JUTA LAPAN RATUS LIMA PULUH RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan yang dinyatakan di Perisytiharan Jualan dan tertakluk kepada kebenaran yang diperolehi daripada pihak Pemaju/Pemilik Tanah dan Pihak Berkuasa yang berkenaan jika ada dan semua perbelanjaan untuk memperolehi kebenaran tersebut akan ditanggung oleh pembeli/penawar yang berjaya.

Pembeli dalam talian juga tertakluk kepada Terma-terma dan Syarat-syarat Dalam Talian yang terkandung dalam arenaauctioneers.com.

DEPOSIT:-

Bagi penawar-penawar yang berminat ingin membuat tawaran adalah dikehendaki mendepositkan kepada Pelelong sebanyak **10%** daripada harga rizab dalam bentuk **BANK DERAF** di atas nama **BANK SIMPANAN NASIONAL sekurang-kurangnya SATU (1) HARI BEKERJA SEBELUM TARIKH LELONGAN, selewat-lewatnya pada pukul 5 petang** dan baki wang belian hendaklah dibayar oleh pembeli dalam tempoh **SATU RATUS DUA PULUH (120) hari** dari tarikh jualan kepada **BANK SIMPANAN NASIONAL. Pembida dalam talian, sila rujuk Terma & Syarat di arenaauctioneers.com untuk cara-cara pembayaran deposit.**

KEBENARAN PINDAHMILIK:-

Hartanah tersebut akan tertakluk kepada kebenaran pindahmilik diperolehi oleh pembeli berjaya daripada Pemaju dan/atau mana pihak berkuasa lain (jika berkenaan).

Untuk butir-butir lanjut, sila berhubung dengan **Tetuan SOFIA DARMINDR & ASSOCIATES**, Peguamcara bagi Pihak Pemegang Serah Hak/Bank yang Beralamat **L8-14 Level 8 Brem Mall, Jalan Kepong , 52000 Kuala Lumpur [Ref No.: SDA.LIT/BSN/HL/398/18] (Tel No.: 03-6257 4163, No. Fax: 03-6258 8578) dan** email: atau Pelelong yang tersebut di bawah ini:-

ARENA AUCTIONEERS SDN. BHD.(201401016251 (1092337-X))

ADDRESS : **No. 20-2, Jalan Matahari AB U5/AB, Seksyen U5, Bandar Pinggiran Subang, 40150 Shah Alam, Selangor.**
TEL NO. : **03-7845 5890 / 03-7842 2137 / 03-7832 4047,** **WEBSITE : arenaauctioneers.com** **ZULKANAIN ABD KADIR**
EMAIL : **aasb@arenaauctioneers.com,** **LOT ID : 24776** **[Pelelong Berlesen]**
REF NO. : **AASB0684/BSN/066/022/25-N01(BK-2)** **012-327-5047**

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CONDITIONS OF SALE

1. This sale is made by **BANK SIMPANAN NASIONAL** (*the Assignee/Bank*) in the exercise of the rights and powers conferred upon the Assignee/Bank pursuant to the **Deed of Assignment, Property Purchase Agreement and Property Sale Agreement all dated on 18th day of April 2014** executed by **SHEIKH ANNUAR BIN SHAIK ABDUL RAHIM (NRIC NO.: 660906-02-5241)** (*the Assignors/Customers*) in favour of the Assignee/Bank and is made subject to all conditions and category of land use, express or implied or imposed upon or relating to or affecting the property.

2. Subject to the reserve price, the highest bidder being so allowed by the Auctioneer shall be the Purchaser but the Auctioneer reserves the right to regulate the bidding and shall have the sole right to refuse any bid or bids without giving any reason for such refusal. In the case of any dispute as to any bid, the Auctioneer may at his own option forthwith determine the dispute or put the property up for sale again or put the property at the last undisputed bid or withdraw the property.

3. The Assignee/Bank be and is hereby at liberty to bid for the property (without having to pay any deposit whatsoever) and in the event of it becoming the Purchaser, to set-off the purchase price against the amount due and owing under the **Deed of Assignment, Property Purchase Agreement and Property Sale Agreement all dated on 18th day of April 2014** on the date of sale, plus the costs and expenses of the sale and all other costs and expenses whatsoever in connection with this matter.

4. No bid shall be less than in advance of the last previous bid than a sum to be fixed by the Auctioneer at the time the property is put up for sale and no bidding shall be retracted.

5. All intending bidders (with the exception of the Assignee/Bank) are required to deposit with the Auctioneer **ten percent (10%)** of the fixed reserve price for the said property by Bank Draft only in favour of **BANK SIMPANAN NASIONAL, latest by 5 PM, at least ONE (1) WORKING DAY BEFORE THE AUCTION DAY.**

6. Any intending bidders who intends to bid on behalf of another person, body corporate or firm is required to deposit with the Auctioneer prior to the commencement of the Auction Sale an Authority Letter to state that he/she is acting on behalf of another person, body corporate or firm and that he/she is authorized to sign all the necessary documents. The Auctioneer shall have the absolute discretion to determine whether the Authority Letter is acceptable to the Auctioneer to permit the Agent to bid at the Auction Sale and the decision of the Auctioneer in this matter is final. All intending bidders shall be required to produce their Identity Card or to verify their identities prior to the commencement of the Auction Sale, failing which they shall not be eligible to participate in the bidding. If the successful bidder is below 18 years old at the date of Auction Sale or is an undischarged bankrupt or is not legally competent to purchase the property or if the property is imposed with Bumiputra restriction is sold to a non Bumiputra, then such sale be cancelled and the deposit paid shall be refunded to the successful bidder and thereafter the Assignee/Bank shall be at liberty to put the property for sale.

7. Immediately after fall of the hammer, the Purchaser other than the Assignee/Bank if he is the purchasers shall pay to **BANK SIMPANAN NASIONAL** the difference between the deposit pursuant to clause 5 above and the sum equivalent to **ten percent (10%)** of the successful bid either in cash or by **BANK DRAFT** as payment of deposit and towards part payment of the purchase price and shall sign the Memorandum at the foot of these conditions.

8. In default of such deposit or if the Purchaser fails to sign the Memorandum the property shall forthwith be again put up for sale and the deposit of **ten percent (10%)** of the reserve price shall be forfeited to the said Assignee/Bank.

9. The balance of the purchase price shall be paid in full by the Purchaser to the Assignee/Bank within **ONE HUNDRED AND TWENTY (120) DAYS** from the date of the Auction sale by Bank Draft only drawn in favour of **BANK SIMPANAN NASIONAL.** The Assignee/Bank is under no obligation to extend the period of **120 days.** However, the period of **One Hundred and Twenty (120) days** may be extended by the Assignee/Bank in its absolute discretion upon written request by the Purchaser or his Solicitors before the expiry date provided that if any extension is granted, the Purchaser shall pay in the form of advance payment to the Assignee/Bank an interest at a rate to be determined by the Assignee/Bank at its absolute on the balance of the purchase price calculated on daily basis until full payment of such amount (on or before the extended expiry date).

10. In default of such payment of the balance of the purchase price within the time and manner as stipulated in Clause 9 above, the property shall be again put for sale. The deposit paid pursuant to Clause 5 and 7 above shall be forfeited by the Assignee/Bank and the Purchaser shall bear its own costs, expenses and/or losses arising from such default.

11. Upon full payment of the balance of the purchase price in accordance with Clause 9 above and subject to the approval and the consent to transfer from the Developer/Vendor and/or any relevant authorities, the Assignee/Bank shall execute or cause to be executed as soon as possible at the Purchaserâ€™s cost and expenses (including legal fees, stamp duty, registration fees and charges), an Assignment in favour of the Purchaser of all the rights, time, interest and benefits under the Principal Sale and Purchase Agreement entered into between the Developer/Vendor of the property and the Assignor upon such terms and conditions stipulated by the Assignee/Bank in its absolute discretion. Thereafter and upon the Purchaserâ€™s payment of all such cost and expenses of the Assignment including the Solicitorâ€™s fees and disbursements in preparing and/or approving the Assignment and any administrative or transfer costs or any other maintenance/service charge and outgoings that may be due to or imposed by the Developer/Vendor and/or any relevant authorities the Assignee/Bank shall deliver to the Purchaser or his solicitor the duly executed Assignment, the original Sale and Purchase Agreement and certified true copy(s) of the previous Assignment. For this purpose, the Purchaser hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee/Bank.

12. In the event of the individual title/strata title has been or is issued, the Purchaser of the property shall bears the costs and expenses for the perfection of Assignment and the transfer of the title over the property to the Purchaser.

13. Any arrears of quit rent, maintenance & management charges and assessment rate which may be lawfully due to any relevant authority or the Developer up to the date of the successful sale of the subject property shall be paid out of the purchase money upon receipt of the full sale proceeds, PROVIDED ALWAYS the aforegoing shall not include payment(s) due to Tenaga Nasional Berhad, Telekom Malaysia Berhad, Indah Water Konsortium Sdn. Bhd., Sarawak Electricity Supply Corporate (SESCO), Sabah Electricity Sdn. Bhd., Sabah Water Department, Kuching Water Board and/or Perbadanan Urus Air Selangor Berhad (PUAS) / Sarawak Information Systems Sdn Bhd (SAINS) for utilities and/or sewerage supplied to the property and any late payment/penalty on the followings; quit rent, maintenance & management charges and assessment rate. Thereafter the same shall be borne by the Purchaser. The Purchaser shall be solely responsible for obtaining and complying with the conditions of approval of any relevant authority and/or Developer/ Proprietor and all charges, fees, costs and expenses thereof shall be borne and paid by the Purchaser.

14. The Purchaser shall admit the identity of the property purchased by the Purchaser with that comprised in the muniments offered by the Auctioneer as the title of the property upon the evidence afforded by the comparison of the description in the particulars and in the muniments respectively.

15. All necessary investigation required by the intending bidders for their purpose shall be made by the intending bidders themselves and all expenses relating thereto shall be for their own account only.

16. The property is sold on â€œas is where isâ€• basis and subject to all existing leases, easements, tenancies, occupiers, charges, caveats, previous sale and purchase, previous assignment, covenants, liabilities subsisting thereon or thereover and the purchaser shall be deemed to have full knowledge of the state and condition of the property.

17. **Notwithstanding any contrary terms and conditions imposed by the Developer on the Assignee/Bank in granting consent to the sale, it is agreed that any arrears of quit rent, maintenance and management charges, assessment rate, taxes, insurance, and sinking fund contributions, which may be lawfully due to any relevant authority or the Developer up to the date of the successful auction sale of the property, shall be paid by the Assignee/Bank from the purchase money upon receipt of the full sale proceeds from the Purchaser. This obligation of the Assignee/Bank does not extend to payments due for utilities and/or sewerage supplied by Tenaga Nasional Berhad, Telekom Malaysia Berhad, Indah Water Konsortium Sdn. Bhd., Sarawak Electricity Supply Corporate (SESCO), Sabah Electricity Sdn. Bhd., Sabah Water Department, Kuching Water Board, and/or Perbadanan Urus Air Selangor Berhad (PUAS) / Sarawak Information Systems Sdn Bhd (SAINS), nor does it include any late payment charges or penalties related to quit rent, maintenance and management charges, and assessment rate, which shall be borne solely by the Purchaser. After the date of the successful auction sale of the property, all outstanding charges or arrears incurred after the auction sale date shall be borne solely by the Purchaser, who shall also be responsible for obtaining and complying with any required approvals from relevant authorities and/or the Developer/Proprietor, including covering all**

associated charges, fees, costs, and expenses. As from the time of the auction sale, the property shall be at the sole risk of the Purchaser as regards any losses or damages of whatsoever nature or howsoever occurring.

18. The property is believed and shall be taken to be correctly described and is sold subject to all easements, there over without any obligation arising to define the same respectively and no error, misstatements or miss-description shall annul the sale nor shall any compensation be allowed respect thereof.

19. All cost, charges or incidentals of the title of the property shall be borne by the Purchaser.

20. The Purchaser shall within **one hundred and twenty (120) days** from the date of the auction sale apply to and obtain from the Developer and/or other relevant authorities (if any) for consent to transfer or for assignment of the property and the Purchaser has to comply with all the terms and conditions as imposed by the Developer or other relevant authorities as the case may be in granting the said consent to transfer or assigning to the Purchaser within the said period of **one hundred and twenty (120) days** or within such period as may be specified by the Developer and/or the relevant authority, whichever is the earlier and to keep the Assignee/Bank informed at all times of developments. All fees, charges and expenses in connection with or incidental to the application shall be borne by the Purchaser.

21. The Assignee/Bank does not undertake to deliver vacant possession of the property to the Purchaser. The Purchaser after the payment of the balance purchaser price in full shall at their/his own expenses take possession of the property without obligation on the part of the Assignee/Bank or his Agent to give vacant possession.

22. The assignee/Bank has no notice or knowledge of any encroachment or that the Government or other authority has any immediate intension of acquiring the whole or any part of the property or any improvement schemes and if such encroachments shall be found to exist or if the Government or any local authority has any such intention of the same shall not annul any sale nor shall any abatement or compensation be allowed in respect thereof.

23. All necessary investigations required by intending bidders for their purpose shall be made by the intending bidders themselves who shall bear all cost and expenses relating thereto.

24. Loans will be provided to the successful bidder subject to the terms, rules and regulations imposed by the Assignee.

25. For the purpose of these conditions time shall be of the essence of the contract.

26. In the event there is any balance of monies due to the Developer/Registered Proprietor by the Assignor under their original Sale and Purchase Agreement, the Purchaser shall be liable to pay the Developer/Registered Proprietor such balance if any.

27. In the event of the sale being set aside or cancelled or terminated for any reason whatsoever or the property is unable to be transferred to the Purchaser for any reason whatsoever or consent not being obtained from the Developer and/or any other relevant authorities, this sale shall be null and void and be of no further effect and the Assignee/Bank shall refund the deposit free of interest to the Purchaser and upon such refund the Purchaser shall not have any further claim or demand whatsoever against the Assignee/Bank or any other party in respect of this sale, and the Purchaser, if vacant possession of the property is delivered, shall redeliver vacant possession of the property to the Assignee/Bank at the costs of the Purchaser immediately upon such termination.

28. In the event of any discrepancy, miss-statement, omission or error appearing in the various transitions on the particulars and conditions herein, the English version shall prevail.

29. In the event of any dispute whatsoever in respect of the sale, the Purchaser hereby expressly agrees to resolve the same with the Assignee/Bank.

30. The Assignee/Bank be and is hereby at liberty to postpone, call off or adjourn the auction sale at any time prior to the date of auction with or without notice.

AASB COPY

ONLINE TERMS AND CONDITIONS - ARENA AUCTIONEERS SDN BHD

The Terms and Conditions specified herein shall govern all users of arenaauctioneers.com (“ARENA AUCTIONEERS SDN BHD website”). ARENA AUCTIONEERS SDN BHD has agreements with various individuals and corporations, etc. ("Auctioneers") to market and advertise certain properties and/or financial instruments ("Property" or "Properties") through ARENA AUCTIONEERS SDN BHD website. All properties offered on ARENA AUCTIONEERS SDN BHD website shall be offered subject to the Bank’s approval of the final terms and conditions.
All USERS MUST AGREE TO THE TERMS BEFORE BIDDING

1. REQUIREMENT ON ELIGIBILITY OF E-BIDDERS

1.1 Parties who are intent to participate in public auction (“E-Bidders”) may do so by log in on to ARENA AUCTIONEERS SDN BHD website and register as a user.

1.2 E-Bidders who register as a user to participate in the public auction via ARENA AUCTIONEERS SDN BHD website shall:
- (a) Be of 18 years and above, in a rational mind and not a bankrupt person.
- (b) For a company, must be incorporated under the laws of Malaysia and must not be in liquidation;
- (c) Be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-Bidders to participate in the public auction and complete the purchase in the event of successful bid.

1.3 E-Bidders eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian E-Bidders or companies are also advised to take note of restrictions applicable on foreign purchase imposed by relevant authorities.

1.4 ARENA AUCTIONEERS SDN BHD services are available only to individuals who can form legally binding contracts under applicable law. ARENA AUCTIONEERS SDN BHD services are not available to minors or to previously suspended ARENA AUCTIONEERS SDN BHD users. If you register as a business entity, by placing a bid, you represent that you have the authority to bind the entity to this Agreement and other related agreements.

2. PROPERTY VIEW & PROPERTY INFORMATION

2.1 Prospective bidders and interested parties may view general information about a property just by clicking the links to the property’s Bid Page. Additional property information may also be available by clicking additional links located on a particular property`s Bid Page.

2.2 If you elect to bid on a property, you must be registered to do so; however, you do not have to be registered in order to view bids for a property. All bids are open and displayed for public viewing unless otherwise noted. The Properties shall be offered through an Internet auction process with a specified opening and closing date. You can bid on properties either from a property`s Bid Page or from your Current Registered Auction listing page, which can display multiple properties for a bidder to monitor or place bids on.

2.3 It is the sole and absolute responsibility of all intending E-Bidders at their own costs and expense, seek and obtain from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the Property and to satisfy themselves on the physical condition of the Property and all matters in connection with the Property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the Property and the terms of the conditions and restrictions affecting the Property if any, whether or not the Property is reserved for Bumiputra or Malay only and/or is a low cost property, and matters relating to the ownership and transfer of the Property, the status of the separate document of title to the Property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the Property and the E-Bidders` eligibility and qualification to purchase the Property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneers, the Assignee/Bank, the Assignee/Bank`s solicitors and ARENA AUCTIONEERS SDN BHD website do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.

3. REGISTRATION OF E-BIDDERS

3.1 Registration is currently free and is necessary to unlock many of the site’s more useful features. E-Bidders shall provide true, current and accurate information to register as a user.

3.2 E-Bidders only need to register as user once and the registered E-Bidder’s username and password can be used for the subsequent auctions on the ARENA AUCTIONEERS SDN BHD website.

3.3 E-Bidders should keep their account details strictly confidential and must not permit any third party to use or access the E-Bidders’ account on behalf or otherwise. The EBidders shall be liable for any bids made via the E-Bidders’ account.

3.4 E-Bidders may browse through the E-Bidding Dashboard on the website and select the properties they wish to bid.

3.5 By register and proceed with the bid in the Auction, the E-Bidders are deemed to have agreed and accepted the ARENA AUCTIONEERS SDN BHD website Terms & Conditions.

3.6 The Terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale, the Conditions of Sale attached to the Proclamation of Sale shall prevail.

3.7 Individual E-Bidders are required to upload copies of identification documents.

3.8 For E-Bidders who wish to purchase property under companies, need to provide certified copies of the Form 24; Form 44; Form 49 (or its equivalent forms under the Companies Act 2016); Memorandum and Articles of Association/Constitution of the company in compliance with Companies Act 2016 and a duly signed Board of Director’s Resolution.

3.9 E-Bidders are responsible to identify the property properly and to ensure that the details and description of the Property are correct and accurate before bidding.

3.10 E-Bidders must make deposit payment as required under the Conditions of Sale attached to Proclamation of Sale, i.e. 10% of the reserve price. Payment of the deposit must be made **via local bank instant transfer** in favour of :

ARENA AUCTIONEERS SDN BHD (BIDDER DEPOSIT) Maybank 5620-8563-6477.

Evidence of the transfer must be uploaded and submitted before the registration closed.

3.11 E-Bidders are required to complete the registration process by inserting the relevant details and uploading the relevant documents including evidence of payment of the deposit onto the ARENA AUCTIONEERS SDN BHD website latest at least one (1) working day before the auction date.

3.12 Registration shall be subject to verification and approval of ARENA AUCTIONEERS SDN BHD website and subject further to deposit payment being cleared by the bank. Please take note that approval from ARENA AUCTIONEERS SDN BHD administrator may take at least one (1) working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the ARENA AUCTIONEERS SDN BHD website. ARENA AUCTIONEERS SDN BHD website will not bears any responsibility or assumes any liability in the event that the registration of a prospective E-Bidders is rejected and/or delayed for any reason whatsoever. In the event of the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within **three (3) working days**.

3.13 If E-Bidders intending to authorize any person to execute the Memorandum/Contract of Sale upon successful bidding of the property shall do so by furnishing the following documents to the Auctioneer:
- a) The person’s NRIC copy (front and back); and
- b) A copy of the relevant Letter of Authorization.

3.14 Upon approval and verification by ARENA AUCTIONEERS SDN BHD website and subject to the deposit payment being cleared by the bank, registered E-Bidders will receive email and E-Bidder ID from ARENA AUCTIONEERS SDN BHD which will be used on the auction day.

3.15 Bidding may be done via a computer, smart phone or any device with internet connection.

3.16 Once the E-Bidders have successfully registered for Online Bidding, the E-Bidders will be eligible to bid online.

3.17 The registration of an individual or company as a user on the ARENA AUCTIONEERS SDN BHD website shall not be taken as approval of eligibility of the intended EBidders to conclude the auction sale. Please refer to Part 1 above for requirements on the eligibility of E-Bidders.

4. ONLINE PUBLIC AUCTION BIDDING PROCEDURES

4.1 Bidding shall generally commence based on the sequence of the lot being shown on the ARENA AUCTIONEERS SDN BHD website. However the Auctioneer has the right to vary this sequence without notice.

4.2 It shall be the responsibility of registered E-Bidders to log in through the ARENA AUCTIONEERS SDN BHD website to wait for their turn to bid for the property lot in which they intend to bid. Different computers have different connection speeds, waiting until the last 5 or 10 seconds to place your bid is not recommended. The countdown clock on arenaauctioneers.com should be considered accurate but not exact.

4.3 The Auctioneer has the right to set a new reserve price in the event there is more than one (1) bidder. The reference to a "bidder” here includes E-Bidders as well as on-site bidders.

4.4 Auctioneer will announce the amount of incremental bid and the same will appear on the website prior to the commencement of the auction.

4.5 Auction starts when a flash message “Starts” is displayed, followed by a message stating “Auction started”. Button BID NOW will appear when it is the time to bid.

4.6 Each bid will be called for three (3) times, “First Call”, “Second Call”, “Final Call”. Registered E-Bidders may submit their bid at any of these stages of biddings by click the BID NOW Button.

4.7 Any bid by the registered E-Bidders shall not be withdrawn once entered.

4.8 In the event of any clarification, disruption or special situation, the Auctioneer may at his sole discretion decide to pause, postpone and/or call off the public auction. The EBidders will be notified of this on the webpage.
4.9 When system displays "No More Bids", no further bids will be accepted by the Auctioneer, whether on-site or E-Bidders.
4.10 The on-site or E-Bidders with the highest bid shall be declared as successful bidder upon the fall of hammer.
4.11 The decision of the Auctioneer shall be final and binding on all on-site and/or E-Bidders.
4.12 Unsuccessful E-Bidders will have the deposit paid processed to be refunded to the same bank account from which the deposit transfer was made **within three (3) working days**.
4.13 The information shown and/or prompted on the screen handled by the Arena website regarding the public auction, particularly to the calling of bidding price during the bidding process and the declaration of successful bidder shall be final and conclusive.

5. POST ONLINE PUBLIC AUCTION SALE

5.1 Any E-Bidders who successfully bids for the Property shall and undertake to sign the Memorandum/Contract of Sale and pay the difference between 10% of the purchase price and the deposit paid under clause 3.10 above ("differential sum") at the office of the Auctioneer **on the same day as the auction day**, failing which the deposit paid will be forfeited to the Assignee Bank and sale will be deemed cancelled/terminated and the property may be put up for subsequent auction without further notice to the said EBidders. The Auctioneer shall send the Memorandum/Contract of Sale for stamping and thereafter forward the same together with the deposit paid under clause 3.10 above and the differential sum paid under this clause (if any) to the Assignee Bank.
5.2 Any successful E-Bidders who is unable to attend to sign the Memorandum/Contract of Sale at the office of the Auctioneer may do so by authorising another person to sign the same on his behalf by inserting the particulars of the authorised person and print a copy of the letter of authorisation from ARENA AUCTIONEERS SDN BHD website. The authorised person shall provide the Letter of Authorisation signed by the successful E-Bidders together with a copy of his/her identity card to the Auctioneer.
5.3 In the event if there is inconsistency between the personal details and documents uploaded in the ARENA AUCTIONEERS SDN BHD website and the actual documents produced by the successful bidder, the Auctioneer shall have the right to refuse the successful bidder from signing the Memorandum/Contract of Sale and may at his discretion cancel the sale and proceed to put the property up for a new auction and the deposit paid shall be used to defray the cost of the auction and the balance (if any) shall be refunded to the successful E-Bidders.
5.4 The Memorandum/Contract of Sale, upon being signed by the Auctioneer, Solicitors for the Assignee Bank and successful bidder, shall be a conclusive evidence for the sale of the Property to the successful bidder.
5.5 The Memorandum/Contract of Sale may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Memorandum/Contract of Sale by signing any such counterpart and each counterpart may be signed and executed by the parties and shall be as valid and effectual as if executed as an original.

6. OTHER APPLICABLE TERMS & CONDITIONS

6.1 All registered E-Bidders at ARENA AUCTIONEERS SDN BHD website undertake to fully comply with this terms and conditions herein. Further, all successful E-Bidders shall also be bound by the terms and conditions of the Conditions of Sale attached to the Proclamation of Sale.
6.2 ARENA AUCTIONEERS SDN BHD may from time to time add, modify, or delete any terms and conditions herein.
6.3 E-Bidders are responsible to ensure that their internet access is in good condition during the whole process of public auction until conclusion thereof. Unsatisfactory internet access may disrupt any bids made by the E-Bidders.
6.4 ARENA AUCTIONEERS SDN BHD or the ARENA AUCTIONEERS SDN BHD website shall not be liable for any disruptions, delays, failures, errors, omissions, or loss of transmitted information due to the unsatisfactory internet access or any online disruptions that may howsoever occur during the process of public auction at ARENA AUCTIONEERS SDN BHD website.
6.5 ARENA AUCTIONEERS SDN BHD website is owned and operated by ARENA AUCTIONEERS SDN BHD. The E-Bidders agree and accept that ARENA AUCTIONEERS SDN BHD or the Auctioneer or the Assignee Bank in which ARENA AUCTIONEERS SDN BHD acts for or their Solicitors or any of their respective servants or agents shall not be in any way liable for any claims or loss arising out of the use of the ARENA AUCTIONEERS SDN BHD website.

7. APPLICABLE LAWS AND JURISDICTION

7.1 The usage of ARENA AUCTIONEERS SDN BHD website together with the terms and conditions hereof shall be governed by and construed in accordance with the laws of Malaysia.
7.2 The laws of Malaysia shall regulate and apply to all electronic transactions of immoveable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.

8. CONFIDENTIALITY OF INFORMATION

8.1 By accessing this ARENA AUCTIONEERS SDN BHD website, the E-Bidders acknowledge and agree that ARENA AUCTIONEERS SDN BHD website may collect, retain, or disclose the E-Bidder's information or any information by the E-Bidders for the effectiveness of services, and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.
8.2 E-Bidders agree to accept all associated risks when using the service in the ARENA AUCTIONEERS SDN BHD website shall not make any claim for any unauthorized access or any consequential loss or damages suffered.
8.3 E-Bidders shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.
8.4 E-Bidders agree to comply with all the security measures related to safety of the password or generally in respect of the use of the service.
8.5 E-Bidders accept the responsibility that in any event that the password are in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the E-Bidders shall immediately notify ARENA AUCTIONEERS SDN BHD.

9. INTELLECTUAL PROPERTY

9.1 Any information, contents, materials, documents, details, graphics, files, data, text, images, digital pictures, or any visual being displayed in the ARENA AUCTIONEERS SDN BHD website shall not be used or published either by electronic, mechanical, photocopying, recording or otherwise without the permission from ARENA AUCTIONEERS SDN BHD website.
9.2 In the event of any infringement of intellectual property rights under the Terms and Conditions herein, ARENA AUCTIONEERS SDN BHD website may use any available legal remedies which may include the demand for actual or statutory damages, solicitors' fees and injunctive relief.

10. MISCELLANEOUS

10.1 In the event there is any inconsistency, discrepancy, misstatement or error appearing in translations of the particulars and the Terms and Conditions to any other language (if any), the Terms and Conditions in the English Language version shall prevail.
10.2 In the event of any inconsistency between the Terms & Condition stated herein and the Condition of Sales attached to the Proclamation of Sale, the Condition of Sale attached to the Proclamation of Sale shall prevail.
10.3 Words importing the singular number shall include the plural number and vice versa.

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